Embassy of the United States of America



Riyadh, Saudi Arabia August 10, 2016

Dear Prospective Bidders,

SUBJECT:

Solicitation Number SSA70016Q0017 "Supply and Installation of Walk-In Fridge and Freezer at the Deputy Chief of Mission Residence of the Embassy of the United States of American in Riyadh, Saudi Arabia".

If you would like to submit a quotation, follow the instruction in Section 3 of the solicitation, complete required portion of the attached document, and submit it to the address shown on the standard form -1449.

The Embassy intends to conduct a pre-proposal conference and site visit on <u>Thursday, August</u> 18, 2016 at 1030 hours at the site of the project.

Offerors intending to participate in the pre-proposal conference shall be required to submit the names of those company representatives attending, to the Contracting Officer, American Embassy, Riyadh, by fax or email no later than *COB 1700 hours*, *Tuesday*, *August 16*, *2016*.

Your quotation must be submitted in a sealed envelope marked "Quotation Enclosed" "Supply and Installation of Walk-In Fridge and Freezer, Solicitation No. SSA70016Q0017 on or before 1700 hours on Monday September 5, 2016. No proposal will be accepted after this time.

In order for a quotation to be considered, you must also complete and submit the following:

- 1. SF-1449
- 2. Section 1, Block 23
- 3. Section 5, Representations and Certifications;
- 4. Section 3. Additional information as required for submission of proposal

Direct any questions regarding this solicitation either by fax: 011-488-7939 or by email: RiyadhContracting@state.gov, should be submitted on or before 1700 hours *Tuesday*, *August 23 2016*.

The U.S. Government intends to award a contract to the responsible company submitting an acceptable offer at the lowest price technically acceptable. We intend to award a contract based on initial proposals, without holding discussion, although we may hold discussions with companies in the competitive range if there is a need to do so.

Sincerely,

Kevin M. Phillips Contracting Officer

Ken m Phillips

SOLICITATION DOCUMENT



Embassy of the United States of America
Contracting and Procurement Office
Supply & Installation of Walk-In
Fridge and Freezer
At the Deputy Chief of Mission Residence
Of the Embassy of the United States of American
in Riyadh, Saudi Arabia

SOLICITATION No. SSA70016Q0017

Embassy of the United States of America P.O. Box 94309 Riyadh 11693 Saudi Arabia

Supply & Installation of Walk-In Fridge and Freezer At the DCR of The Embassy of USA In Riyadh, Saudi Arabia

Solicitation SSA70016Q0017 Page 3 of 54

SOLICITATION/CONTRACT/ORDER FOR COMMEI OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 2				ERCIAL 1 24, & 30	RCIAL ITEMS 1. REQUISITIO 4, & 30 NUMBER PR54			PAGE 3 OF 54		
2. CONTRACT		3.AWARD/EFFECT DATE	TVE 4. O	RDER N	UMBER	NU	OLICITATIO MBER A70016Q001		6. SOLICITATION ISSUE DATE August 10, 2016	
7. FOR SOLICITATION INFORMATION CALL a. NAME Kevin M. Phillips, Contra			fully,	collect calls)		TELEPHONE ct calls) +966-11-48	1	8. OFFER DUE DATE/ LOCAL TIME 1700 Hours September 5, 2016		
9. ISSUED BY Contracting Officer Embassy of the United States of America Diplomatic Quarter, Riyadh, Saudi Arabia			□ UNR	10. THIS ACQUISITION IS 11. DELIVERY			UNLESS	12. DISCOUNT TERMS		
Tel:+966-11-488-3800 Fax: +966-11-488-7939			1	BUSINESS UNDER DPAS (15 CFR 700)						
Email: Riyadhc	ontracting(a)st	ate.gov			□ 8(A) 13b. RATING					
					NAICS: 485410 14. METHOD OF SOLICITATION □ RFQ □ IFB ☑ RFP			P.		
15. DELIVER TO	D: 11 G 11	CODE		_	OMINISTERED		CODE			
U.S. Embassy, l	Riyadh, Saudi	Arabia		Same a	s block # 9, ab	ove				
17a.CONTRACTOR OFFEROR	/ CODE	FACILITY CODE		18a. PA	18a. PAYMENT WILL BE MADE BY CODE					
TELEPHONE NO.				Designated Billing Office Embassy of the United States of America P.O. Box 94309 Riyadh- 11693, Kingdom of Saudi Arabia Tel: +966-11-488-3800 Ext. 4366, 4557 Email: RIYADHDBO@STATE.GOV						
☐ 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER			18b. S BLOCK	18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED ⊠ SEE ADDENDUM						
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES				21. QUANTIT		22. JNIT	23. UNIT PRICE	24. E AMOUI	ΝΤ
	The Embassy of the United States of America Riyadh has a requirement to obtain the service contractor to Supply and Installation of Wal Fridge and Freezer as per attached scope of with the Deputy Chief of Mission Residence of the United States of America Embassy in Riyadh Arabia (Use Reverse and/or Attach Additional Sheets as Necessia)			rvices of Valk-In f work a f the idh, Saud	t 01		All			
25. ACCOUNTING AND APPROPRIATION DATA			recessary	<u>/_ </u>	!		26. TOTAL Govt. Use O		MOUNT (For	
☐ 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA ☐ ARE ☐ ARE NOT ATTACHED.										
☐ 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA ☐ ARE ☐ ARE NOT ATTACHED.										
30a. SIGNATURE O	F OFFEROR/CON	TRACTOR			31a. UNITED STA	TES O	F AMERICA (SI	GNATURE OF CO	ONTRACTING O	FFICER)
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT) 30c. DATE SIGNE			ED	31b. NAME OF CO	NAME OF CONTRACTING OFFICER (Type or Print) 31c. DATE SIGNED					

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SECTION 1 - THE SCHEDULE

CONTINUATION TO SF-1449 RFQ NUMBER SSA70016Q0017 PRICES, BLOCK 23

SCOPE OF SERVICES

The Contractor shall complete all work, including furnishing all labor, material, equipment, and services, unless otherwise specified herein, required under this contract for stated services within the time specified herein. The price listed below shall include all labor, materials, overhead, and profit. In consideration of satisfactory performance of all scheduled services required under this contract, the Contractor shall be paid a firm fixed-price for all the installation and services.

I. PERFORMANCE WORK STATEMENT

A. The purpose of this firm fixed price purchase order is for the Supply and Installation of Walk-In Fridge and Freezer in accordance with the Statement of Work (SOW).

II. PRICING

Description	Unit	Unit Price (SAR)	QTY	Total Price (SAR)
The Embassy of the United States of America in Riyadh has a requirement to obtain the services of a contractor to Supply and Installation of Walk-In Fridge and Freezer as per attached scope of work at the Deputy Chief of Mission Residence of the United States of America Embassy in Riyadh, Saudi Arabia	All		1	

QUALITY ASSURANCE AND SURVEILLANCE PLAN (QASP)

This plan provides an effective method to promote satisfactory contractor performance. The QASP provides a method for the Contracting Officer's Representative (COR) to monitor Contractor performance, advise the Contractor of unsatisfactory performance, and notify the Contracting Officer of continued unsatisfactory performance. The Contractor, not the Government, is responsible for management and quality control to meet the terms of the contract. The role of the Government is to monitor quality to ensure that contract standards are achieved.

Performance Objective	Scope of Work Paragraphs	Performance Threshold		
Services. Performs all services for the Supply and Installation of Walk-In Fridge and Freezer services set forth in the scope of work.	1.0 thru 8.1	All required services are performed and no more than two (2) customer complaint is received during the contract.		

VAT VERSION B

VALUE ADDED TAX. Value Added Tax (VAT) is <u>not applicable to this contract</u> and shall not be included in the CLIN rates or Invoices because the U.S. Embassy has a tax exemption certificate from the host government.

CONTINUATION TO SF-1449, RFQ NUMBER *SSA70016Q0017* SCHEDULE OF SUPPLIES/SERVICES, BLOCK 20 DESCRIPTION/SPECIFICATIONS/WORK STATEMENT



STATEMENT OF WORK

For

Refrigeration Services. 03rd July, 2016

Walk-in Fridge and Freezer at DCR.

1.0 INTRODUCTION

1.1 The United States of American Embassy in Riyadh, Kingdom Of Saudi Arabia has a requirement to obtain services of a firm that specializes in refrigeration to create a walk-in fridge and freezer at the Deputy Chief of Mission's Residence in the Diplomatic Quarters, Riyadh. The specifications and size of the units are outlined in this Statement of Work. The contractor shall provide all and everything needed to complete the project which includes and is not limited to Materials, Manpower/I abor and supervision of contractor manpower, equipment, tools and any machinery and safety equipment necessary for a completed Project.

2.0 GENERAL REQUIREMENTS

- 2.1 The work shall be executed in a diligent manner in accordance with a negotiated firm fixed price and performance period. The period of performance for the project shall be completed in 45 days from NTP. Work shall be performed during and after regular office hours and weekends. The Contractor shall have limited access to the building interior with permission from Embassy staff.
- 2.2 The Contractor shall be required to prepare and submit bill of materials, a safety plan and quality control schedules. These documents shall provide the necessary interfaces for co-ordination and communication among the Embassy, Overseas Buildings Operations [OBO] and Contractor for the delivery of a completed project. It should be noted that the contractor should ensure the safety of its employees and the Embassy Staff/ Property. The Contractor is required to follow U.S Army Corps of Engineers EM 385-1-1 Safety & Health Requirements and any Local Health and Safety requirements.
- 2.3 The contractor is required to visit the site and familiarize itself with the project, site conditions, working conditions and considerations that will affect both the contractor and the Embassy. The contractor is encouraged to highlight any elements that are noted during the site visit and clearly note them in its proposal.

3.0 SCOPE OF WORK

3.1 The Contractor shall be required to prepare and submit a Bill of Materials (BOM), outline quantities and product data of all materials to be used in the project. The BOM shall list the materials in sufficient detail so that the materials and equipment can be approved by the Embassy without further elaboration or specifications. Samples shall be provided of the materials and approved by the Embassy prior to the commencement of work. This document along with the Samples will be used by the Embassy and OBO to approve the use of all materials.

3.2 Logistics:

 Staging/storage areas available on DCR grounds. Area available may be limited and shall be adjusted if special storage methods are required for materials.



 b) Contractor to provide all access, handling and storage equipment needed to store and handle materials to complete this project.

3.3 Project General Requirements:

- A double walk-in unit, running only one outdoor unit that is either roof mounted or remotely located and sized to meet the requirements of food freezer and food cold storage with separate controls for fridge and freezer unit.
- b) The general size of the unit shall be about 3.2m long X 1.6m deep and 2.2m high/tall. See attached sketch. It would be very desirable if the unit could be designed to be a roll in unit on casters that could be locked into place where the only actual site fitting/work would be to plug in electrical supply.
- Both the units shall have 4 sets of shelves at about 450mm intervals installed in them and made form Stainless Steel to meet food grade standards.
- d) Material Quality: The Contractor shall provide the manufacturer's best quality trade sale type paint material, Paint material containers not displaying manufacturer's product identification are not acceptable.
- e) Material Delivery: The Contractor shall deliver materials to the job site in manufacturer's original, unopened packages and the containers shall bear the manufacturer's name and label with trade name and manufacturer's instructions.
- f) Material Storage: The Contractor shall store materials not in use and keep storage area neat and orderly. Contractor shall remove waste daily.
- g) Product Data: The Contractor shall submit manufacturer's technical information, label analysis, and application instructions to the COR prior to starting work. The Contractor shall list each material and cross-reference specific systems and application as an attachment to the above submittal. The Contractor shall identify each material by the manufacturer's catalog number and general classification. Single Source Responsibility: The Contractor shall provide produced by the same manufacturer to unify the project.

3.4 General specification:

- Insulated modular panels with Polyurethane insulation at 38/40kg/m3 in a hot dipped galvanized food safe laminated steel coils top of at least 0.6mm thick and with the floors having a 1.5mm thick aluminum plate.
- 2. K-Value shall be less than 0.22 W/K m2 for a 100mm panel.
- Doors shall be made of aluminum fittings. The door perimeter and frame shall be made of special grade high ware aluminum and fitted with a rubber gasket and emergency internal security release handle.
- Cooling shall be achieved by an air cooled condensing unit with a matching Evaporator complete with all accessories and control panels.
- Condensing units are to be selected on the heavy duty cycle with very high ambient temp considering the local weather.
- Standard features shall be at least liquid line filter drier and sight glass, High efficiency tube condenser, electric panel with compressor controls and contactors and control circuits.
- Adjustable dual pressure switch, Suction and discharge pressure valves, Weather proof electrical control box, Liquid receiver with fusible plug and liquid shut off valve with charging port.



- Long life units with bearings fan motors, forced convection evaporators made to be suspended from the ceilings.
- The fins shall be best quality copper on copper tube and the casing shall be heavy duty cabinets.
- 10. Easy access, quick-disconnect fans, motor and mount assemblies.
- 11. Room thermostats to control the units
- 12. Expansion valves for each unit.
- 13. Control panels consisting of circuit breakers, contractors for compressor and overloads.
- 14. Pilot lamps for compressor run, trip and defrost on.
- 15. Evaporator fan contactors, defrost heater contractor, electronic controllers with digital display,
- 16. Solenoid valve with coil.
- 17. Main electrical supply 220v.

3.5 Cleaning

- Clean area of work and restore all items to their existing conditions based upon the location of work area on a daily basis.
- All completed work areas should be completed cleaned immediately.
- All actual work and surrounding areas should be cleaned and any area that has been affected should be cleaned.
- Final clean up should start at least 5 days before completion of project.

4.0 CONTRACT ADMINISTRATION

- 4.1 The Embassy does not make representations or warranties of whatsoever kind or nature, either expressed or implied, as to the quality, level of completion, accuracy, extent of compliance with the standards, codes and requirements described or referred to in this SOW, or the extent of coordination between or among the documents provided to the Contractor.
- 4.2 Neither the Embassy's nor OBO's review, approval, or acceptance of, nor payment for the services required under this contract shall be construed to operate as a waiver of any rights under this contract or any cause of action against the Contractor arising out of the performance of this contract.
- 4.3 The Embassy has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The Office of Overseas Buildings may perform quality assurance inspections [QAI] and tests during installation to confirm the work is installed according to the SOW.

5.0 RESPONSIBILITY OF THE CONTRACTOR

- 5.1 The Contractor shall be responsible for the professional quality, technical accuracy, and the coordination of all construction and other services furnished under this contract. The Contractor shall, without additional compensation, correct or revise any errors or deficiencies in its construction and other services.
- 5.2 The Contractor shall identify a Project Site Manager who shall be responsible for the overall management of the project and shall represent the Contractor on the site during construction. The Project Site Manager shall speak English.
- 5.3 The Contractor is responsible for safety and shall comply with all local labor laws, regulations, customs and practices pertaining to labor, safety and similar matters. The Contractor shall promptly report all accidents resulting in lost time, disabling, or fatal injuries to the Embassy.



5.4 The Contractor shall be and remain liable to the Embassy in accordance with applicable law for all damages to the Embassy caused by the Contractor's negligent performance of any of the services furnished under this SOW.

6.0 CONSTRUCTION REQUIREMENTS

- 6.1 The Contractor shall be responsible for all required materials, equipment and personnel to manage, administer, and supervise the replacement project. All workmanship shall be of good quality and performed in a skillful manner as determined by the Embassy.
- 6.2 All materials incorporated into the project shall be new. The Contractor shall transport and safeguard all materials and equipment required for construction.
- 6.3 The Contractor shall at all times keep the work area free from accumulation of waste materials. Upon completing the works, the Contractor shall remove all temporary facilities and leave the project site in a clean and orderly condition acceptable to the Embassy.
- 6.4 The contractor shall ensure that there is adequate safety and ventilation whilst the work is being carried out.

7.0 DELIVERABLE SCHEDULE

7.1 The Contractor shall commence work under this contract promptly, execute the work diligently, and achieve final completion and acceptance of the walk-in fridge and freezer project including final cleanup of the premises within the period specified.

7.2 Milestones:

Contractor Site Survey TBA Award TBA

Pre-construction Submittals Within 5 days of Award

Embassy & COR Review 2 days

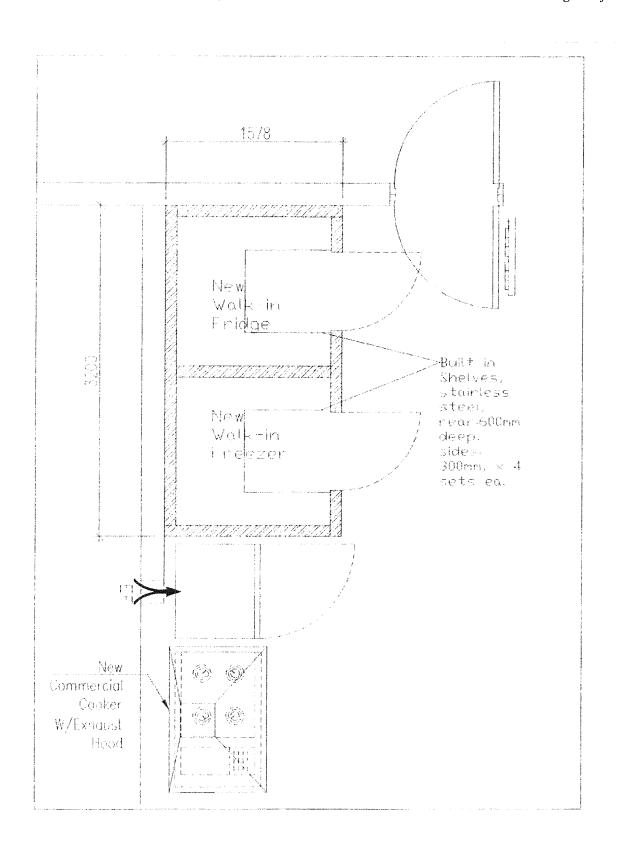
Construction Begins Within 2 weeks of Award Final Cleanup Begins 5 day prior to Completion

Construction Completion 45 days

8.0 SECURITY

8.1 This is a non-classified project. The work to be performed under this contract requires that the Contractor, its employees and sub-contractors submit corporate, financial and personnel information for review by the Embassy. Information submitted by the Contractor will not be disclosed beyond the Embassy if requested for evaluation and clearances.

END OF STATEMENT OF WORK.



SECTION 2 - CONTRACT CLAUSES

FAR 52.212-4 CONTRACT TERMS AND CONDITIONS – COMMERICAL ITEMS (MAY 2015), is incorporated by reference (see SF-1449, Block 27A)

52.212-5 -- Contract Terms and Conditions Required to Implement Statutes or Executive Orders -- Commercial Items. (Jun 2016)

- (a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:
 - (1) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015)
 - (2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).
 - (3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77, 108-78 (19 U.S.C. 3805 note)).
- (b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:
 - _____(1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

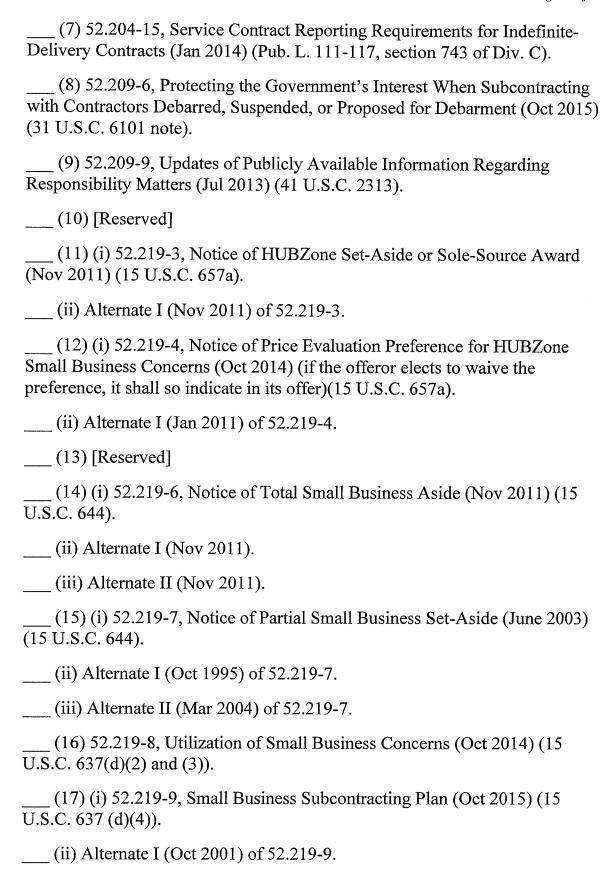
 _____(2) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).

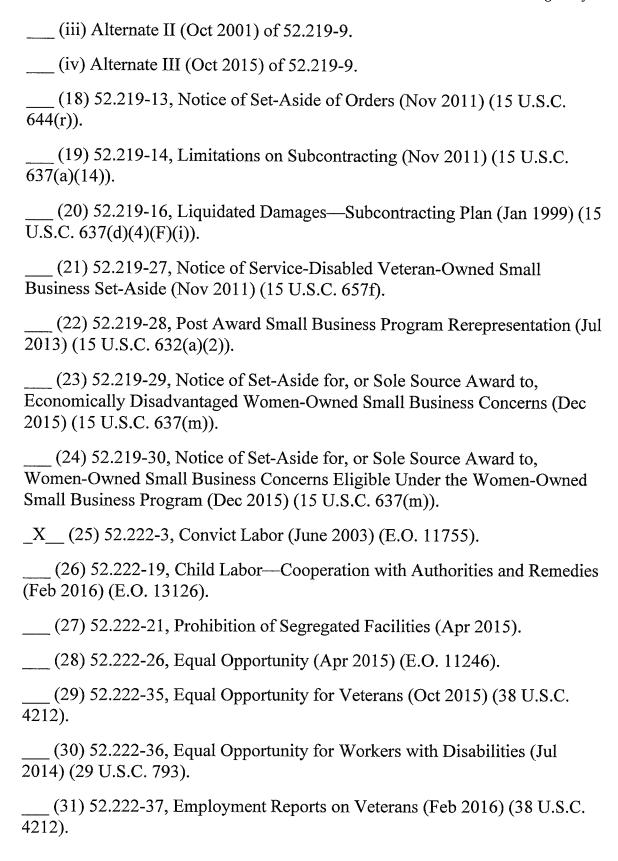
 _____(3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub L. 111-5) (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009).

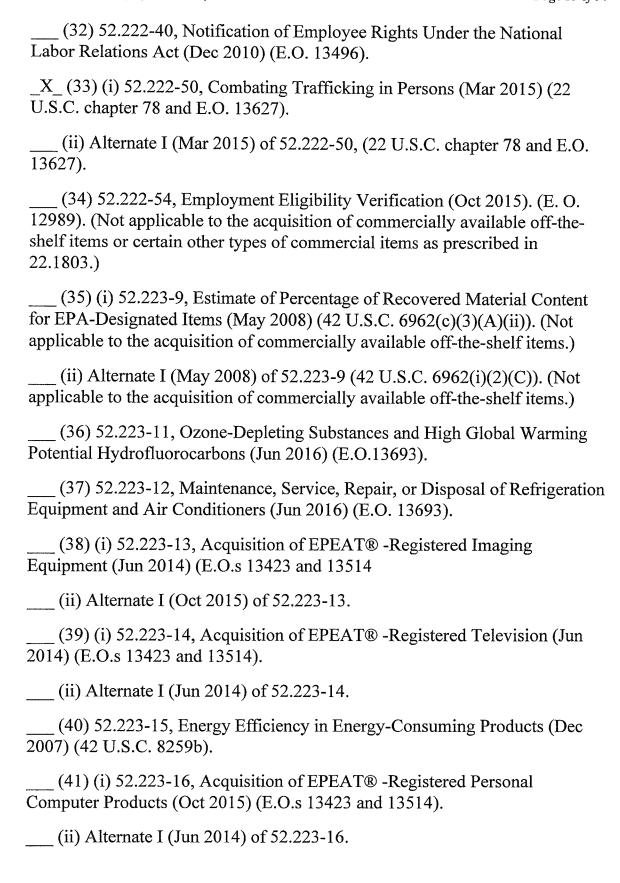
 _____(4) 52.204-10, Reporting Executive compensation and First-Tier Subcontract Awards (Oct 2015) (Pub. L. 109-282) (31 U.S.C. 6101 note).

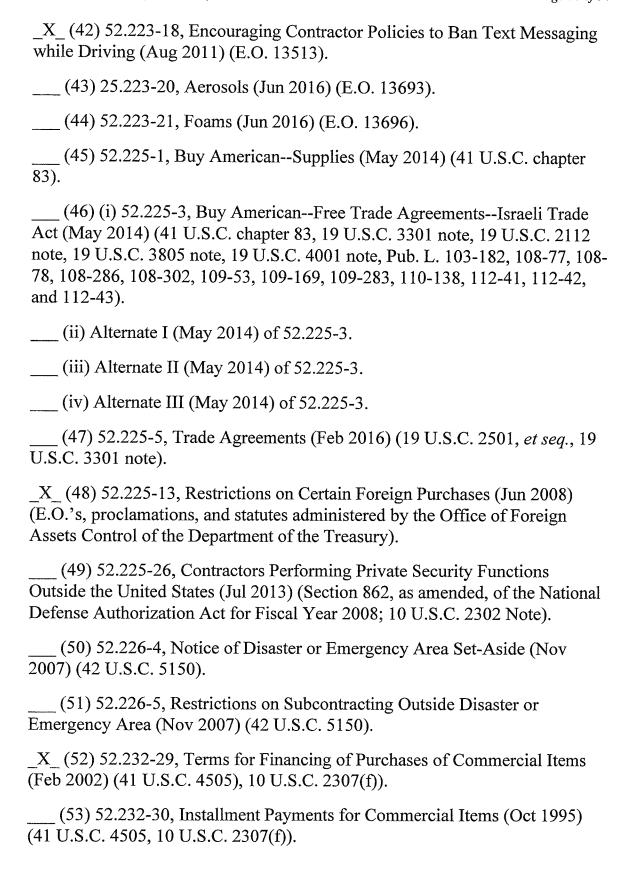
 _____(5) [Reserved]

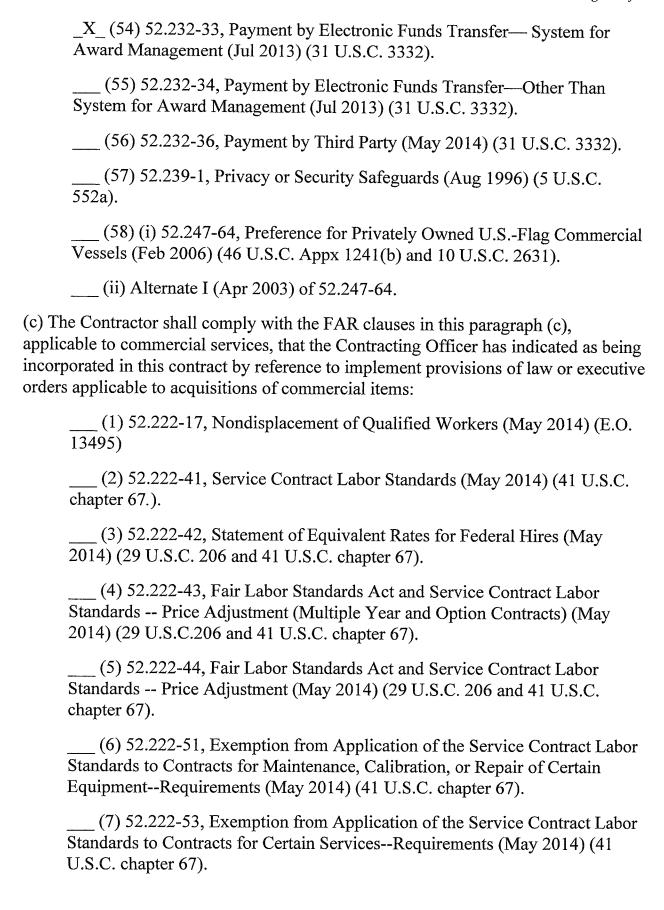
 _____(6) 52.204-14, Service Contract Reporting Requirements (Jan 2014) (Pub. L. 111-117, section 743 of Div. C).











- ____(8) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015) (E.O. 13658).
- ____(9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792).
- ____(10) 52.237-11, Accepting and Dispensing of \$1 Coin (Sep 2008) (31 U.S.C. 5112(p)(1)).
- (d) Comptroller General Examination of Record The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records -- Negotiation.
 - (1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.
 - (2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.
 - (3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)

(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

- (i) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).
- (ii) 52.219-8, Utilization of Small Business Concerns (Oct 2014) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
- (iii) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495). Flow down required in accordance with paragraph (1) of FAR clause 52.222-17.
- (iv) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
- (v) 52.222-26, Equal Opportunity (Apr 2015) (E.O. 11246).
- (vi) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).
- (vii) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).
- (viii) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212).
- (ix) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.
- (x) 52.222-41, Service Contract Labor Standards (May 2014), (41 U.S.C. chapter 67).
- (xi) ____ (A) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O. 13627).
 - ___ (B) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 E.O. 13627).
- (xii) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (May 2014) (41 U.S.C. chapter 67.)

- (xiii) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (May 2014) (41 U.S.C. chapter 67)
- (xiv) 52.222-54, Employment Eligibility Verification (Oct 2015) (E. O. 12989).
- (xv) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).
- (xvi) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
- (xvii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.
- (xviii) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.
- (2) While not required, the Contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of Clause)

ADDENDUM TO CONTRACT CLAUSES FAR AND DOSAR CLAUSES NOT PRESCRIBED IN PART 12

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at:

http://www.acquisition.gov/far/ or http://farsite.hill.af.mil/vffara.htm

These addresses are subject to change. If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use the Department of State Acquisition Website at http://www.statebuy.state.gov to see the links to the FAR. You may also use an internet "search engine" (for example, Google, Yahoo, Excite) to obtain the latest location of the most current FAR.

The following Federal Acquisition Regulation (FAR) clauses are incorporated by reference:

CLAUSE	TITLE AND DATE
52.204-12	DATA UNIVERSAL NUMBERING SYSTEM NUMBER MAINTENANCE (DEC 2012)
52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (JULY 2013)
52.225-14	INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT (FEB 2000)
52.228-4	WORKER'S COMPENSATION AND WAR-HAZARD INSURANCE OVERSEAS (APR 1984)
52.228-5	INSURANCE - WORK ON A GOVERNMENT INSTALLATION (JAN 1997)
52.229-6	FOREIGN FIXED PRICE CONTRACTS (FEB 2013)
52.232-39	UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUNE 2013)

The following DOSAR clause(s) is/are provided in full text:

CONTRACTOR IDENTIFICATION (JULY 2008)

Contract performance may require contractor personnel to attend meetings with government personnel and the public, work within government offices, and/or utilize government email.

Contractor personnel must take the following actions to identify themselves as non-federal employees:

- 1) Use an email signature block that shows name, the office being supported and company affiliation (e.g. "John Smith, Office of Human Resources, ACME Corporation Support Contractor");
- 2) Clearly identify themselves and their contractor affiliation in meetings;
- 3) Identify their contractor affiliation in Departmental e-mail and phone listings whenever contractor personnel are included in those listings; and
- 4) Contractor personnel may not utilize Department of State logos or indicia on business cards.

(End of clause)

652.232-70 PAYMENT SCHEDULE AND INVOICE SUBMISSION (FIXED-PRICE) (AUG 1999)

- (a) General. The Government shall pay the contractor as full compensation for all work required, performed, and accepted under this contract the firm fixed-price stated in this contract.
- (b) Invoice Submission. The contractor shall submit invoices in an original and *Three (3)* copies to the office identified in Block 18b of the SF-1449. To constitute a proper invoice, the invoice shall include all the items required by FAR 32.905(e).

Designated Billing Office Embassy of United States of America P.O Box 94309 Riyadh – 11693, Kingdom of Saudi Arabia Tel: 011-488-3800 Ext. 4366, 4557

Email: RIYADHDBO@STATE.GOV

(c)	Contractor Remittance Address. The Government will make payment to the
	address stated on the cover page of this contract, unless a separate remittance
address is sho	own below:

652.237-72 OBSERVANCE OF LEGAL HOLIDAYS AND ADMINISTRATIVE LEAVE (APR 2004)

(a) The Department of State observes the following days* as holidays:

New Year's Day, Martin Luther King's Birthday, Washington's Birthday, Memorial Day, Independence Day, *Eid-al-Fitr/Ramadan1436H, Labor Day, *Eid-al-Adha/Hajj1436H, *Saudi National Day, Columbus Day, Veterans Day, Thanksgiving Day, Christmas Day,

Thursday, December 01, 2015 Sunday, January 17, 2016 Sunday, February 14, 2016 Sunday, May 29, 2016 Sunday, July 4, 2016 Sunday-Tuesday, July 5-11, 2016 Sunday, September 4, 2016 Tuesday- Sunday, September 11-15, 2016 Thursday, September 22, 2016 Sunday, October 9, 2016

Thursday, November 10, 2016 Thursday, November 24, 2016 Sunday, December 25, 2016

- When any such day falls on a Saturday or Sunday, the following Monday is observed. Observance of such days by Government personnel shall not be cause for additional period of performance or entitlement to compensation except as set forth in the contract. If the contractor's personnel work on a holiday, no form of holiday or other premium compensation will be reimbursed either as a direct or indirect cost, unless authorized pursuant to an overtime clause elsewhere in this contract.
- When the Department of State grants administrative leave to its Government employees, assigned contractor personnel in Government facilities shall also be dismissed. However, the contractor agrees to continue to provide sufficient personnel to perform round-theclock requirements of critical tasks already in operation or scheduled, and shall be guided by the instructions issued by the Contracting Officer or his/her duly authorized representative.
- For fixed-price contracts, if services are not required or provided because the building is closed due to inclement weather, unanticipated holidays declared by the President,

^{*}Any other day designated by Federal law, Executive Order, or Presidential Proclamation.

failure of Congress to appropriate funds, or similar reasons, deductions will be computed as follows:

- (1) The deduction rate in dollars per day will be equal to the per month contract price divided by 21 days per month.
- (2) The deduction rate in dollars per day will be multiplied by the number of days services are not required or provided.

If services are provided for portions of days, appropriate adjustment will be made by the Contracting Officer to ensure that the contractor is compensated for services provided.

(e) If administrative leave is granted to contractor personnel as a result of conditions stipulated in any "Excusable Delays" clause of this contract, it will be without loss to the contractor. The cost of salaries and wages to the contractor for the period of any such excused absence shall be a reimbursable item of direct cost hereunder for employees whose regular time is normally charged, and a reimbursable item of indirect cost for employees whose time is normally charged indirectly in accordance with the contractor's accounting policy.

652.242-70 CONTRACTING OFFICER'S REPRESENTATIVE (COR) AUG 1999)

- (a) The Contracting Officer may designate in writing one or more Government employees, by name or position title, to take action for the Contracting Officer under this contract. Each designee shall be identified as a Contracting Officer's Representative (COR). Such designation(s) shall specify the scope and limitations of the authority so delegated; provided, that the designee shall not change the terms or conditions of the contract, unless the COR is a warranted Contracting Officer and this authority is delegated in the designation.
 - (b) The COR for this contract is Rommel C. Baquiran, Maintenance Supervisor.

652.242-73 AUTHORIZATION AND PERFORMANCE (AUG 1999)

- (a) The contractor warrants the following:
- (1) That is has obtained authorization to operate and do business in the country or countries in which this contract will be performed;
- (2) That is has obtained all necessary licenses and permits required to perform this contract; and,
- (3) That it shall comply fully with all laws, decrees, labor standards, and regulations of said country or countries during the performance of this contract.
- (b) If the party actually performing the work will be a subcontractor or joint venture partner, then such subcontractor or joint venture partner agrees to the requirements of paragraph (a) of this clause.

SECTION 3 - SOLICITATION PROVISIONS

Instructions to Offeror. Each offer must consist of the following:

FAR 52.212-1 INSTRUCTIONS TO OFFERORS -- COMMERCIAL ITEMS (OCT 2015), is incorporated by reference (see SF-1449, Block 27A)

ADDENDUM TO 52.212-1

SUMMARY OF INSTRUCTIONS

Each offer must consist of the following:

- 1. A completed solicitation in which the SF-1449 cover page (blocks 12, 17, 19-24, and 30 as appropriate), and Section 1 has been filled out.
- 2. Information demonstrating the offeror's/quoter's ability to perform, including:
 - A. Name of a Project Manager who understands written and spoken English;
 - B. Evidence that the offeror/quoter operates an established business with a permanent address and telephone listing;
 - C. Company Brochure
 - D. Existing Client List
 - E. Financial statements from the last three (03) years
- 1. List of clients over the past three (3) years, demonstrating prior experience with relevant past performance information and references (provide dates of contracts, places of performance, value of contracts, contact names, telephone and fax numbers and email addresses). If the offeror has not performed comparable services in the Kingdom of Saudi Arabia then the offeror shall provide its international experience. Offerors are advised that the past performance information requested above may be discussed with the client's contact person. In addition, the client's contact person may be asked to comment on the offeror's:
 - Quality of services provided under the contract;
 - Compliance with contract terms and conditions;
 - Effectiveness of management;
 - Willingness to cooperate with and assist the customer in routine matters, and when confronted by unexpected difficulties; and
 - Business integrity / business conduct.

The Government will use past performance information primarily to assess an offeror's capability to meet the solicitation performance requirements, including the relevance and successful performance of the offeror's work experience. The Government may also use this data to evaluate the credibility of the offeror's proposal. In addition, the Contracting Officer may use past performance information in making a determination of responsibility.

- 2. Evidence that the offeror/quoter can provide the necessary personnel, equipment, and financial resources needed to perform the work;
- 3. The offeror shall address its plan to obtain all licenses and permits required by local law (see DOSAR 652.242-73 in Section 2). If offeror already possesses the locally required licenses and permits, a copy shall be provided.
- 6. The offeror's strategic plan for the configuration and maintenance of Outdoor Wireless LAN services to include but not limited to:
 - (a) A work plan taking into account all work elements in Section 1, Performance Work Statement.
 - (b) Identify types and quantities of equipment, supplies and materials required for performance of services under this contract. Identify if the offeror already possesses the listed items and their condition for suitability and if not already possessed or inadequate for use how and when the items will be obtained;
 - (c) Plan of ensuring quality of services including but not limited to contract administration and oversight; and
 - (d) (1) If insurance is required by the solicitation, a copy of the Certificate of Insurance(s), or (2) a statement that the contractor will get the required insurance, and the name of the insurance provider to be used.

ADDENDUM TO SOLICITATION PROVISIONS FAR AND DOSAR PROVISIONS NOT PRESCRIBED IN PART 12

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at: http://farsite.hill.af.mil/vffara.htm.

These addresses are subject to change. If the FAR is not available at the locations indicated above, use of an internet "search engine" (for example, Google, Yahoo, Excite) is suggested to obtain the latest location of the most current FAR provisions.

The following Federal Acquisition Regulation solicitation provisions are incorporated by reference:

PROVISION TITLE AND DATE

- 52.204-7 SYSTEM FOR AWARD MANAGEMENT (JUL 2013)
- 52.204-16 COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING (NOV 2014)
- 52.214-34 SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991)
- 52.237-1 SITE VISIT (APR 1984)

The pre-proposal conference will be held on <u>Thursday</u>, <u>August 18</u>, <u>2016 at 10:30 AM</u> at the **Embassy of the United States of American Riyadh**, **Saudi Arabia**. Prospective offerors/quoters interested in attendance should contact the following individual:

Name: Contracting Officer	
Email: riyadhcontracting@state.gov	
Fax Number: +966-11-488-7939	

The following DOSAR provision(s) is/are provided in full text:

652.206-70 COMPETITION ADVOCATE/OMBUDSMAN (AUG 1999) (DEVIATION)

(a) The Department of State's Competition Advocate is responsible for assisting industry in removing restrictive requirements from Department of State solicitations and removing barriers to full and open competition and use of commercial items. If such a solicitation is

considered competitively restrictive or does not appear properly conducive to competition and commercial practices, potential offerors are encouraged to first contact the contracting office for the respective solicitation. If concerns remain unresolved, contact the Department of State Competition Advocate on (703) 516-1696, by fax at (703) 875-6155, or write to:

Competition Advocate
U.S. Department of State
A/OPE
SA-15, Room 1060
Washington, DC 20522-1510

(b) The Department of State's Acquisition Ombudsman has been appointed to hear concerns from potential offerors and contractors during the pre-award and post-award phases of this acquisition. The role of the ombudsman is not to diminish the authority of the Contracting Officer, the Technical Evaluation Panel or Source Evaluation Board, or the selection official. The purpose of the ombudsman is to facilitate the communication of concerns, issues, disagreements, and recommendations of interested parties to the appropriate Government personnel, and work to resolve them. When requested and appropriate, the ombudsman will maintain strict confidentiality as to the source of the concern. The ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of formal contract disputes. Interested parties are invited to contact the contracting activity ombudsman Debra L. Smoker-Ali at telephone 0966-11-488-3800 and fax 0966-11-488-7939. For an American Embassy or overseas post, refer to the numbers below for the Department Acquisition Ombudsman. Concerns, issues, disagreements, and recommendations which cannot be resolved at a contracting activity level may be referred to the Department of State Acquisition Ombudsman at (703) 516-1696, by fax at (703) 875-6155, or write to:

> Acquisition Ombudsman U.S. Department of State A/OPE SA-15, Room 1060 Washington, DC 20522-1510

SECTION 4 - EVALUATION FACTORS

- Award will be made to the lowest priced, acceptable, responsible offeror. The quoter shall submit a completed solicitation, including Sections 1 and 5.
- The Government reserves the right to reject proposals that are unreasonably low or high in price.
- The lowest price will be determined by multiplying the offered prices times the estimated quantities in "Prices Continuation of SF-1449, block 23", and arriving at a grand total, including all options.
- The Government will determine acceptability by assessing the offeror's compliance with the terms of the RFQ to include the technical information required by Section 3.
- The Government will determine contractor responsibility by analyzing whether the apparent successful offeror complies with the requirements of FAR 9.1, including:
 - Adequate financial resources or the ability to obtain them;
 - Ability to comply with the required performance period, taking into consideration all existing commercial and governmental business commitments;
 - Satisfactory record of integrity and business ethics;
 - Necessary organization, experience, and skills or the ability to obtain them;
 - Necessary equipment and facilities or the ability to obtain them; and
 - Be otherwise qualified and eligible to receive an award under applicable laws and regulations.

SECTION 5 - REPRESENTATIONS AND CERTIFICATIONS

52.212-3 -- Offeror Representations and Certifications -- Commercial Items. (Apr 2016)

The offeror shall complete only paragraphs (b) of this provision if the Offeror has completed the annual representations and certification electronically via the System for Award Management (SAM) Web site accessed through http://www.acquisition.gov. If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (r) of this provision.

(a) Definitions. As used in this provision--

"Economically disadvantaged women-owned small business (EDWOSB) concern" means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

"Forced or indentured child labor" means all work or service—

- (1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or
- (2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

"Highest-level owner" means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest level owner.

"Immediate owner" means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: Ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees.

"Inverted domestic corporation," means a foreign incorporated entity that meets the definition of an inverted domestic corporation under 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).

"Manufactured end product" means any end product in product and service codes (PSCs) 1000-9999, except—

- (1) PSC 5510, Lumber and Related Basic Wood Materials;
- (2) Product or Service Group (PSG) 87, Agricultural Supplies;
- (3) PSG 88, Live Animals;
- (4) PSG 89, Subsistence;
- (5) PSC 9410, Crude Grades of Plant Materials;
- (6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) PSC 9610, Ores;
- (9) PSC 9620, Minerals, Natural and Synthetic; and
- (10) PSC 9630, Additive Metal Materials.

"Place of manufacture" means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

"Predecessor" means an entity that is replaced by a successor and includes any predecessors of the predecessor.

"Restricted business operations" means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;

- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
- (6) Have been voluntarily suspended.

Sensitive technology—

- (1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—
 - (i) To restrict the free flow of unbiased information in Iran; or
 - (ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and
- (2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

"Service-disabled veteran-owned small business concern"—

- (1) Means a small business concern—
 - (i) Not less than 51 percent of which is owned by one or more servicedisabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more servicedisabled veterans; and
 - (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
- (2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it

is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

"Small disadvantaged business concern, consistent with 13 CFR 124.1002," means a small business concern under the size standard applicable to the acquisition, that--

- (1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by--
 - (i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and
 - (ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and
- (2) The management and daily business operations of which are controlled (as defined at 13.CFR 124.106) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

"Subsidiary" means an entity in which more than 50 percent of the entity is owned—

- (1) Directly by a parent corporation; or
- (2) Through another subsidiary of a parent corporation.

"Successor" means an entity that has replaced a predecessor by acquiring the assets and carrying out the affairs of the predecessor under a new name (often through acquisition or merger). The term "successor" does not include new offices/divisions of the same company or a company that only changes its name. The extent of the responsibility of the successor for the liabilities of the predecessor may vary, depending on State law and specific circumstances.

"Veteran-owned small business concern" means a small business concern—

- (1) Not less than 51 percent of which is owned by one or more veterans(as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

"Women-owned small business concern" means a small business concern --

- (1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

"Women-owned small business (WOSB) concern eligible under the WOSB Program (in accordance with 13 CFR part 127)," means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(b)

- (1) Annual Representations and Certifications. Any changes provided by the offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications posted on the SAMwebsite.
- (2) The offeror has completed the annual representations and certifications electronically via the SAM website accessed through https://www.acquisition.gov. After reviewing the SAM database information, the offeror verifies by submission of this offer that the representation and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications—Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs . [Offeror to identify the applicable paragraphs at (c) through (r) of this provision that the offeror has completed for the purposes of this solicitation only, if any. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer. Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted electronically on SAM.]

(c) Offerors is to be perfection	must complete the following representations when the resulting contract ormed in the United States or its outlying areas. Check all that apply.
	is not a small business concern. The offeror represents as part of its offer that it []
repres provis	eteran-owned small business concern. [Complete only if the offeror ented itself as a small business concern in paragraph (c)(1) of this ion.] The offeror represents as part of its offer that it [] is, [] is not a n-owned small business concern.
the off paragr	rvice-disabled veteran-owned small business concern. [Complete only if feror represented itself as a veteran-owned small business concern in raph (c)(2) of this provision.] The offeror represents as part of its offer [_] is, [_] is not a service-disabled veteran-owned small business rn.
represe provis	nall disadvantaged business concern. [Complete only if the offeror ented itself as a small business concern in paragraph (c)(1) of this ion.] The offeror represents that it [_] is, [_] is not, a small disadvantaged as concern as defined in 13 CFR 124.1002.
represe provis	omen-owned small business concern. [Complete only if the offeror ented itself as a small business concern in paragraph (c)(1) of this ion.] The offeror represents that it [_] is, [_] is not a women-owned small ss concern.
	Complete paragraphs (c)(8) and (c)(9) only if this solicitation is ed to exceed the simplified acquisition threshold.
offeror	OSB concern eligible under the WOSB Program. [Complete only if the represented itself as a women-owned small business concern in aph (c)(5) of this provision.] The offeror represents that—
·	(i) It is, is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and
	(ii) It [_] is, [_] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The offeror shall enter the

name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture:] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.
(7) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a WOSB concern eligible under the WOSB Program in (c)(6) of this provision.] The offeror represents that—
(i) It [_] is, [_] is not an EDWOSB concern, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and
(ii) It [_] is, [_] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture:] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.
(8) Women-owned business concern (other than small business concern). [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it [_] is, a women-owned business concern.
(9) <i>Tie bid priority for labor surplus area concerns</i> . If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:
(10) HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that

date of Busines and no HUBZo] is, [_] is not a HUBZone small business concern listed, on the this representation, on the List of Qualified HUBZone Small as Concerns maintained by the Small Business Administration, material changes in ownership and control, principal office, or one employee percentage have occurred since it was certified in ance with 13 CFR part 126; and
required (c)(10)(concern enter th particip HUBZ	is, [] is not a HUBZone joint venture that complies with the ments of 13 CFR part 126, and the representation in paragraph (i) of this provision is accurate for each HUBZone small business a participating in the HUBZone joint venture. [The offeror shall be names of each of the HUBZone small business concerns patting in the HUBZone joint venture:] Each one small business concern participating in the HUBZone joint shall submit a separate signed copy of the HUBZone intation.
(d) Representations r	required to implement provisions of Executive Order 11246
(1) Previous co	ontracts and compliance. The offeror represents that
	has, [] has not, participated in a previous contract or ract subject to the Equal Opportunity clause of this solicitation;
(ii) It [_] has, [_] has not, filed all required compliance reports.
(2) Affirmative	Action Compliance. The offeror represents that
not have required	has developed and has on file, [_] has not developed and does e on file, at each establishment, affirmative action programs by rules and regulations of the Secretary of Labor (41 CFR -1 and 60-2), or
affirmat] has not previously had contracts subject to the written ive action programs requirement of the rules and regulations of retary of Labor.
1352). (Applies only of its offer, the offero	arding Payments to Influence Federal Transactions (31 U.S.C. if the contract is expected to exceed \$150,000.) By submission or certifies to the best of its knowledge and belief that no Federal ave been paid or will be paid to any person for influencing or

attempting to influence an officer or employee of any agency, a Member of Congress,

an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

- (f) Buy American Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Supplies, is included in this solicitation.)
 - (1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, *i.e.*, an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product." The terms "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American—Supplies."

(2) Foreign End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

[List as necessary]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)

(1) Buy American -- Free Trade Agreements -- Israeli Trade Act Certificate. (Applies only if the clause at FAR 52.225-3, Buy American -- Free Trade Agreements -- Israeli Trade Act, is included in this solicitation.)

- (i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product," "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "end product," "foreign end product," "Free Trade Agreement country end product," "Israeli end product," and "United States" are defined in the clause of this solicitation entitled "Buy American--Free Trade Agreements--Israeli Trade Act."
- (ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American—Free Trade Agreements—Israeli Trade Act":

Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) or this provision) as defined in the clause of this solicitation entitled "Buy American—Free Trade Agreements—Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, *i.e.*, an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product."

Other Foreign End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN
[List as necessary]	
	evaluate offers in accordance with the policies rt 25.
Alternate I. If Alternate I to the c	greements—Israeli Trade Act Certificate, lause at FAR 52.225-3 is included in this ng paragraph (g)(1)(ii) for paragraph
Canadian end produ	r certifies that the following supplies are ects as defined in the clause of this solicitation ican—Free Trade Agreements—Israeli Trade
Canadian End Produ	icts:
Line	Item No.:
[List a	s necessary]
Alternate II. If Alternate II to the	greements—Israeli Trade Act Certificate, clause at FAR 52.225-3 is included in this ng paragraph (g)(1)(ii) for paragraph
Canadian end produ	r certifies that the following supplies are cts or Israeli end products as defined in the ation entitled "Buy AmericanFree Trade Trade Act":
Canadian or Israeli End Products:	
Line Item No.:	Country of Origin:

Country of Origin:

Other End Products

Line Item No.:

Supply & Installation of Walk-In Fridge and Freezer At the DCR of The Embassy of USA In Riyadh, Saudi Arabia	Solicitation SSA70016Q0017 Page 42 of 54
[List as necessary]	
and procedures of FAR Part 25. GPA, the Government will eval country end products without re American statute. The Government of U.Smade or designated country Officer determines that there are	rate offers in accordance with the policies. For line items covered by the WTO uate offers of U.Smade or designated egard to the restrictions of the Buy nent will consider for award only offers ntry end products unless the Contracting e no offers for such products or that the afficient to fulfill the requirements of the
(h) Certification Regarding Responsibility M only if the contract value is expected to exceed The offeror certifies, to the best of its knowled any of its principals—	ed the simplified acquisition threshold.)
(1) [_] Are, [_] are not presently debar or declared ineligible for the award of	red, suspended, proposed for debarment, contracts by any Federal agency;
convicted of or had a civil judgment re fraud or a criminal offense in connection or performing a Federal, state or local violation of Federal or state antitrust st offers; or commission of embezzlemen	atutes relating to the submission of t, theft, forgery, bribery, falsification or atements, tax evasion, violating Federal
(3) [_] Are, [_] are not presently indicted charged by a Government entity with, enumerated in paragraph (h)(2) of this	
(4) [_] Have, [_] have not, within a three notified of any delinquent Federal taxe which the liability remains unsatisfied.	ee-year period preceding this offer, been s in an amount that exceeds \$3,500 for
(i) Taxes are considered delinqu apply:	ent if both of the following criteria

- (A) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.
- (B) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) Examples.

- (A) The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appear rights.
- (B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals Contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.
- (C) The taxpayer has entered into an installment agreement pursuant to I.R.C. §6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.
- (D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. §362 (the Bankruptcy Code).

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

umess exci	uded at 22.1503(b).]	
(1) L	isted End Product	
Listed	d End Product:	Listed Countries of Origin:
Contract - And Contract To And Andrews		
- A. L. (2010) A. A. (2010)		
coun		ficer has identified end products and f this provision, then the offeror must checking the appropriate block.]
		y any end product listed in paragraph nined, produced, or manufactured in the for that product.
	of this provision that was mined, corresponding country as listed for that is has made a good faith efformed indentured child labor was used to such end product furnished under	n end product listed in paragraph (i)(1) produced, or manufactured in the or that product. The offeror certifies art to determine whether forced or so mine, produce, or manufacture any arthis contract. On the basis of those is not aware of any such use of child
the acquisiti	ion of manufactured end products.)	ufacture of the end products it expects
offere	In the United States (Check this led end products manufactured in the spated price of offered end products;); or	e United States exceeds the total
(2)] Outside the United States.	

- (k) Certificates regarding exemptions from the application of the Service Contract Labor Standards. (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) [The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]
 - (1) [] Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror [] does [] does not certify that—
 - (i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;
 - (ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003-4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and
 - (iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.
 - (2) [_] Certain services as described in FAR 22.1003-4(d)(1). The offeror [_] does [_] does not certify that—
 - (i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;
 - (ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));
 - (iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

- (iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.
- (3) If paragraph (k)(1) or (k)(2) of this clause applies—
 - (i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Labor Standards wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and
 - (ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.
- (l) Taxpayer identification number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to the SAM database to be eligible for award.)
 - (1) All offerors must submit the information required in paragraphs (1)(3) through (1)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).
 - (2) The TIN may be used by the government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (T)	N).
[_] TIN:	·
[_] TIN has been applied for.	
[] TIN is not required because:	
[] Offeror is a nonresident alien partnership that does not have in	, foreign corporation, or foreign come effectively connected with the

office or place of business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;
[] Offeror is an agency or instrumentality of a foreign government;
[] Offeror is an agency or instrumentality of the Federal Government;
(4) Type of organization.
[] Sole proprietorship;
[Partnership;
[_] Corporate entity (not tax-exempt);
[_] Corporate entity (tax-exempt);
[_] Government entity (Federal, State, or local);
[] Foreign government;
[] International organization per 26 CFR 1.6049-4;
[_] Other
(5) Common parent.
[] Offeror is not owned or controlled by a common parent:
[_] Name and TIN of common parent:
Name
TIN
(m) Restricted business operations in Sudan. By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan
(n) Prohibition on Contracting with Inverted Domestic Corporations—
(1) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at 9.108-2(b) applies or the requirement is waived in accordance with the procedures at 9.108-4.
(2) Representation. The offeror represents that—

- (i) It [] is, [] is not an inverted domestic corporation; and
- (ii) It [] is, [] is not a subsidiary of an inverted domestic corporation.
- (o) Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.
 - (1) The offeror shall email questions concerning sensitive technology to the Department of State at <u>CISADA106@state.gov</u>.
 - (2) Representation and Certification. Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror—
 - (i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;
 - (ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act; and
 - (iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,500 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50(U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List
 - at http://www.treasury.gov/ofac/downloads/t11sdn.pdf).
 - (3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if—
 - (i) This solicitation includes a trade agreements certification (e.g., 52.212-3(g) or a comparable agency provision); and
 - (ii) The offeror has certified that all the offered products to be supplied are designated country end products.
- (p) Ownership or Control of Offeror. (Applies in all solicitations when there is a requirement to be registered in SAM or a requirement to have a DUNS Number in the solicitation.

- (1) The Offeror represents that it [] has or [] does not have an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (2) and if applicable, paragraph (3) of this provision for each participant in the joint venture.
- (2) If the Offeror indicates "has" in paragraph (p)(1) of this provision, enter the following information:

code:
Immediate owner legal name:
(Do not use a "doing business as" name)
Is the immediate owner owned or controlled by another entity:
[] Yes or [] No.
(3) If the Offeror indicates "yes" in paragraph (p)(2) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:
Highest level owner CAGE code:
Highest level owner legal name:
(Do not use a "doing business as" name)

- (q) Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law.
 - (1) As required by section 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, the Government will not enter into a contract with any corporation that—
 - (i) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless

and agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

- (ii) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.
- (2) The Offeror represents that--
 - (i) It is [] is not [] a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and
 - (ii) It is [] is not [] a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.
- (r) *Predecessor of Offeror*. (Applies in all solicitations that include the provision at 52.204-16, Commercial and Government Entity Code Reporting.)
 - (1) The Offeror represents that it [] is or [] is not a successor to a predecessor that held a Federal contract or grant within the last three years.
 - (2) If the Offeror has indicated "is" in paragraph (r)(1) of this provision, enter the following information for all predecessors that held a Federal contract or grant within the last three years (if more than one predecessor, list in reverse chronological order):

Predecessor CAGE code(or mark "Unknown).
Predecessor legal name:
(Do not use a "doing business as" name).
(End of Provision)

EXHIBIT A
DRAWING/FLOOR PLAN

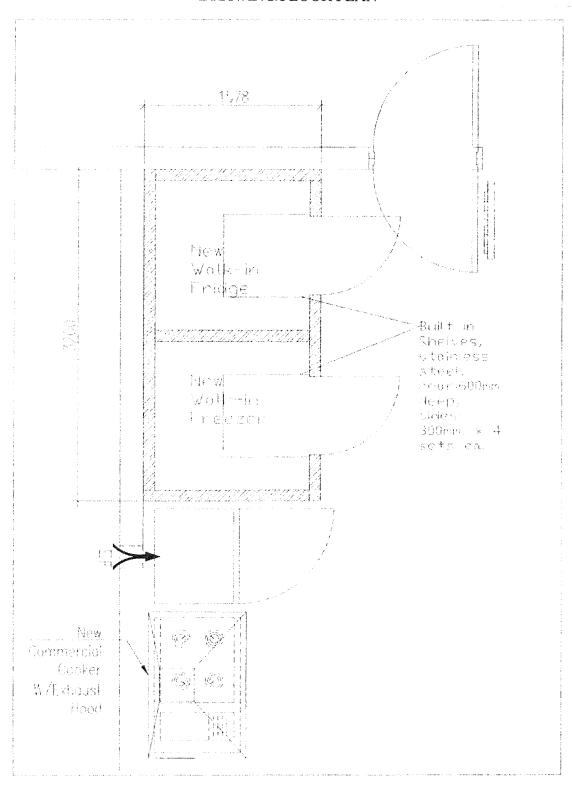


EXHIBIT B PREVENTING TRAFFICKING IN PERSONS

If the Contractor is required to provide room and board for any of its workers, the vendor is required to include at a minimum the following items: single size bed and bedding assigned to each individual, an adequate ratio of bathroom facilities to occupants, lounge area, common area and kitchen area with storage available for each worker. These facilities shall be cleaned and maintained to minimize the potential health risks by the Contractor. Equipment to maintain the facilities such as brooms, dustpans, vacuums, fire extinguishers shall be provided for workers' usage, if required.

Housing Plan

- 1. The Contractor will submit a Housing Plan if the Contractor intends to provide employer furnished housing for TCN s. The Housing Plan must describe the location and description of the proposed housing. Contractors must state in their plan that housing meets host country housing and safety standards and local codes or explain any variance.
- 2. Contractor shall comply with any Temporary Labor Camp standards contained in this contract. In contracts without a Temporary Labor Camp standard, fifty square feet is the minimum amount of space per person without a Contracting Officer waiver. Contractor shall submit proposed changes to their Housing Plan to the Contracting Officer for approval.
- 3. Contractor provided housing shall meet International Building Code or local code residential standards for multi-occupancy buildings.
- 4. Contractor provided housing shall provide security, peace and dignity, and at a minimum, meet the following measurable standards:
 - 36 to 50 square feet of living space per employee;
 - Running hot and cold water for sinks and showers;
 - Electricity adequate for occupancy to ensure lighting and safe operation of appliances;
 - Stoves and ovens with at one fully functioning burner for every eight occupants;
 - Full size refrigerator with temperature appropriate for safely storing food;
 - All appliances shall be kept fully functioning and shall be maintained according to the manufacturer's maintenance schedule;
 - Working toilets to accommodate the number of workers in the residence at a ratio of 1:8;
 - Air conditioning during the summer months; air conditioning units shall be installed according to the manufacturer's recommended space per air conditioning unit;
 - Premises shall be kept clean and sanitary; Kitchen and work spaces shall be kept clean and in good condition;
 - Premises shall be free of rodents and vermin;
 - Premises shall have sufficient egress in case of fire;
 - Workers shall have access to clean drinking water:

- All plumbing shall meet international building code or local building code and shall be leak free and operating correctly;
- All roofing shall meet international building code or local building code and shall be leak free.
- No exposed copper or aluminum wiring.

The Department of State Contractor will treat employees with respect and dignity by taking the following actions:

- a) Contractor may not destroy, conceal, confiscate, or otherwise deny access to an employee's identity documents or passports. Contractors are reminded of the prohibition contained in Title 18, United States Code, Section 1592, against knowingly destroying, concealing, removing, confiscating, or possessing any actual or purported passport or other immigration document to prevent or restrict the person's liberty to move or travel in order to maintain the services of that person, when the person is or has been a victim of a severe form of trafficking in persons. Contractor must be familiar with any local labor law restrictions on withholding employee identification documentation. Contractor shall provide a secure safe for storage of workers' passports and shall allow workers access to them at any time.
- b) Contractor shall provide employees with signed copies of their employment contracts, in English and the employee's native language that defines the terms of employment, compensation including salary, overtime rates, allowances, salary increases, job description, description of any employer provided housing, benefits including leave accrual, and information on whether hazardous working conditions are anticipated. These contracts must be provided prior to employee departure from their countries of origin. Contractors will provide workers with written information on relevant host country labor laws. Fraudulent recruiting practices, including deliberately misleading information, may be considered a material breach of this contract.
- c) Contractor shall provide all employees with a "Know Your Rights" brochure and document that employees have been briefed on the contents of the brochure. The English language version is available at http://www.state.gov/j/tip or from the Contracting Officer.
- d) The Contractor shall brief employees on the requirements of the FAR 52.222-50 Combating Trafficking in Persons including the requirements against commercial sex even in countries where it is legal and shall provide a copy of the briefing to the Contracting Officer Representative (COR).
- e) Contractor shall display posters in worker housing advising employees in English and the dominant language of the Third Country Nationals being housed of the requirement to report violations of Trafficking in Persons to the company and the company's obligation to report to the Contracting Officer. The poster shall also indicate that reports can also be

submitted to the Office of the Inspector General (OIG) Hotline at 202-647-3320 or 1-800-409-9926 or via email at <u>OIGHOTLINE@STATE.GOV</u>.

- f) Contractor shall comply with sending and receiving nation laws regarding transit, entry, exit, visas, and work permits. Contractors are responsible for repatriation of workers imported for contract performance except an employee legally permitted to remain in the country of work and who chooses to do so; or an employee who is a victim of trafficking seeking victim services or legal redress in the country of employment or a witness in a trafficking-related enforcement action.
- g) Contractor will monitor subcontractor compliance at all tiers. This includes verification that subcontractors are aware of, and understand, the requirements of FAR 52.222-50 Combating Trafficking in Persons and this clause. Contractors specifically agree to allow U.S. Government personnel access to Contractor and subcontractor personnel, records, and housing for audit of compliance with the requirements of this clause.
- a) The Contractor agrees to include this clause in all subcontracts over \$150,000 involving recruitment of third country nationals for subcontractor performance. On contracts for other than commercially available off the shelf items, Contractor will certify with the submission of their proposal and annually thereafter that the Contractor and subcontractors have a compliance plan in place appropriate to the size and nature of the program to prevent trafficking activities and to comply with the provisions of this clause. The certification will confirm that, to the best of its knowledge and belief, neither the prime nor subcontractor have engaged in any trafficking related activities described in section 106(g) of the Trafficking Victims Protection Act (TVPA) or the prohibitions of this clause. Contracting Officer Representatives (CORs) shall evaluate Housing Plan compliance with random, at least semiannual inspections. Inspections shall be coordinated with Regional Security Officers to ensure the safety of inspection personnel. Inspections should include a common sense evaluation of living conditions taking into account local standards, contract requirements, and the Contractor's Housing Plan. CORs may consider local government inspection and certification of housing if available, but final evaluation and determination of acceptability rests with the COR.